



"CREATE" LICENSE AGREEMENT

This agreement governs the use of the Create channel ("Create") by South Carolina ETV ("Licensee").

Programs and rights: Create programs will be drawn from the existing how-to programming library of APT Exchange and may also include programming from NETA and PBS Plus. Licensee must be a subscriber to the APT Exchange, NETA, and PBS Plus program services, and must be in financial good standing with all three entities. APT has been granted a limited waiver of the exclusive distribution rights held by NETA and PBS for these series to permit the convenience transmission of the Create channel. All use of the programs contained in Create, as well as standard warranties and indemnities, are governed by the respective agreements between Licensee and APT, NETA and PBS for those program services. Licensee shall not authorize any retransmitting system to edit or alter Create as it is transmitted by APT or Licensee other than as permitted by this Agreement.

Licensing of Interstitials and Branding Elements: Create will include interstitials with co-brandable IDs, billboard, image, personality, underwriting and Create Web and e-commerce spots, licensed to APT by WGBH Educational Foundation and WNET. APT grants the non-exclusive rights for Licensee to utilize all interstitial material included in the Create channel so long as the conditions contained herein are met. Licensee is permitted to use the interstitials and the Create name only as part of the Create channel transmission and not in any other manner.

Term and License Fee: Licensee has the right to transmit Create for the period January 1, 2012 to December 31, 2012. Licensee shall pay \$17,736.00 as the License Fee for the national Create channel development, transmission, administration, website development, interstitial elements and marketing and publicity support provided by APT.

Use of Create: Licensee may transmit Create on its DTV multicast channels and non-commercial cable channels. Licensee may use any available technology to feed Create to cable television head-ends or Local Receive Facilities of DBS systems. Licensee may not use or authorize Create outside of Licensee's local service area. Create may be made available to a cable distributor for inclusion within the digital cable tier. Licensee shall not offer Create to a cable or DBS operator for a fee.

Minimum Transmission Time Requirement: Licensee must transmit Create for a minimum of 12 hours per day, seven days per week, in complete six hour blocks. At least 6 of those 12 hours must be transmitted by Licensee between 12 noon-12 midnight local time. These hours must be regularly scheduled on a consistent basis. This license can be terminated by APT if this minimum requirement is not met by Licensee. Additional program hours of less than six hour increments may be approved by APT upon submission of a written request by Licensee with full justification. Additionally, Licensee is not permitted to alter Create program hours on a short-term basis. All proposals for adding or dropping Create hours must be submitted to APT in writing.

Local Availabilities and Preemption of Interstitials: Licensee may not preempt interstitial elements (including, but not limited to, national underwriting spots, IDs, Create e-commerce and Website promos) unless those elements are specified by APT in regular scheduling communications. Licensee may substitute its own materials for interstitial elements identified as preemptible. Break details and element placement will be specified by APT with regular announcements of the monthly program schedule, and such communications shall be considered a part of this Agreement. Licensee-inserted spots must conform to the branding in the Create Toolkit and Style Guide.

No Alteration of Identifying Logos; Co-Branding Permitted: Licensee shall not delete, alter, replace, obscure, edit or move the Create identification 'bug' or any APT, NETA, and PBS branding that is included on the programs transmitted or distributed as part of Create. APT shall have the right to change the location of the Create identification "bug" based upon changes in Create's branding strategy. Licensee may co-brand with its own name and identification logo adjacent to the Create identification logo or elsewhere on the screen. Licensee shall not delete, alter, replace, obscure, edit, or move national underwriting credits or announcements, TV Parental Guideline Ratings, designated national break elements, Create website information, program product tags, copyright notices, and program website tags that are distributed as part of Create. For print, web, reproduction, and non-telecast displays of Licensee's co-brand, Create must always be part of the Licensee's co-brand.

Program Substitution: Licensee may replace up to two half-hour programs per six-hour block with a local or national how-to/lifestyle program for which licensee has the necessary rights, except for "This Old House" and "Ask This Old House" at the same times that those programs are being transmitted by PBS as part of the NPS feed. Stations transmitting Create are not permitted to brand the Create portion of their transmission with an alternative channel name. If a station transmits Create for less than 24 hours, Licensee may not brand Create over the non-Create portion of their transmission. Non-Create hours must be contiguous. The Create logo must be on screen constantly during transmission of locally-inserted programs that are allowed within the localization guidelines above. Within five (5) business days of receiving notice from APT, Licensee shall submit to APT a station air-check of Create to demonstrate compliance with these requirements.

On-air Fundraising:

On-air fundraising is permitted on Create under the following conditions. Breaks may be live, locally taped, or pre-packaged "pledge event" breaks. Programming must be lifestyle in genre, in keeping with the regular genres on the channel. Licensees are encouraged to customize breaks to fit the Create channel's branding. For instance, in a pledge event, the opt-outs should feature local roll-ins that speak to the viewers' affinity for the channel. At a minimum, Licensee must include the co-branded Create bug during pledge breaks. In addition, Licensee will use reasonable efforts to add a Create-centric pitch line to local graphics during Create breaks along the following lines:

"(local brand)Create features the best of public television's how-to programming"

"(local brand)Create explores your passions and empowers you to create, do and experience"

"(local brand)Create: explore your personal passions and make the most of your leisure time"

"(local brand)Create: look for ideas and inspiration to enrich your life"

Licensee may pledge on Create up to one six-hour block per day, up to 30 days per year. Licensee is encouraged to rotate the local time of the pledge block throughout the schedule to minimize repetition for viewers.

Following each pledge drive on Create, licensees must submit an air check of a 6-hour Create pledge block along with a rundown of programs used.

Should APT find that this expanded allowance for pledge on Create becomes a hindrance in securing national underwriting, these guidelines may be adjusted by a written amendment to this Agreement signed by APT and Licensee.

Reporting Requirements: Licensee must advise APT in writing and via the required annual station questionnaire on items including the following:

- which cable systems will carry the channel and on what channel number(s)
- how many homes actually receive the service
- Licensee's exact plans for usage, either 24/7 or exact time of six hour blocks
- if the signal of Licensee's station is encoded so that Nielsen meters can attribute the broadcast of Create to your station.
- Licensee's plans to localize, if so doing, and in what specific way
- Licensee's plans to distribute the Create schedule in program guides and websites, and any marketing plans for Create.

Licensee must advise APT in writing if and when any of the information on the questionnaire changes.

Termination. Licensee understands that APT has no obligation to continue to provide Create for the entire term and that APT may discontinue Create at any time. APT shall have no liability to Licensee or any other party for such discontinuation. APT will provide Licensee with notice of any such termination at least 60 days prior to the end of the license term or point of service termination. Should the channel terminate prior to the end of the license term, the licensee shall receive a pro-rata return of the annual license fee.

Warranties and Indemnification. As to the Create Interstitial elements, APT warrants that it has the right to grant this license and that broadcast or transmission of Create will not infringe any third party's copyright, trademark, or other property right or defame, violate any right of privacy, or otherwise infringe any personal right of any third party. APT shall not be liable for damages for breach of this warranty unless given prompt written notice of claims and details thereof by Licensee as well as full control of defense and/or settlement of claims, including the right to engage its own counsel. Licensee agrees to cooperate fully with APT in defense or settlement of any such claim. APT will indemnify and hold harmless Licensee and its officers, directors, employees, and agents against all claims, costs, and expenses, including reasonable attorneys' fees, reasonably incurred due to APT's breach of any of its representations or warranties. Licensee will indemnify and hold harmless APT and its officers, directors, employees, and agents against all claims, costs, and expenses, including reasonable attorneys' fees, reasonably incurred due to Licensee's breach of any of Licensee's representations or warranties contained in this Agreement.

General Provisions: The following provisions shall apply:

- a. This license shall not be modified or waived in whole or in part except in writing;
- b. A waiver by either party of any breach or default by the other party shall not be construed as a waiver of any other breach or default;
- c. This License shall be construed under the laws of the Commonwealth of Massachusetts;
- d. This License is complete, constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes any previous understandings or informal agreements between the parties.

Agreed and accepted on behalf of Licensee

By: Cynthia Lenneman
Print name: _____

Title: _____

Date: December 26, 2011

Agreed and accepted on behalf of APT

By: David O'Byrne
Title: President & CEO

Date: 12-14-11

SCETV Create 7 Contract Amendments

1) Hours:

SCETV is broadcasting Create on the following schedule: Monday-Friday 12am-6pm, weekends 12am-3pm and 10pm-12am. As such, the weekend hours do not meet the minimum requirement of 6 hours between noon – midnight. An exception is granted to SCETV for Create 7 (2012) with the proviso that if APT obtains national underwriting for Create, and if SCETV's lack of adherence is an issue for the national underwriters or the operations of Create, the exception can be rescinded with 60 days notice. Additionally, and under the same proviso, SC ETV is allowed an exception to the minimum broadcast hour requirements on Sunday, March 4 and Monday, March 5.

2) On-air Fundraising:

APT is willing to make an exception to the 30 day/6 hour per day pledge limit for Create 7 (2012) for SCETV as a specific case. SCETV will be allowed to pledge up to 50 days and in excess of 6 hours per day (using short, Create-specific pledge messages between programs which observe Create branding requirements and do not disrupt the continuity of the Create feed, programs or prospective underwriting messages) as an experiment. SCETV will provide APT with the results that can be measured by SCETV (including listing of shows, length on air and airdates) of its entire fundraising for the year, along with details of any viewer reaction to the additional days/hours. This exception is granted for Create 7 (2012) with the proviso that if APT obtains national underwriting for Create, and if SCETV's lack of adherence to the guidelines is an issue for the national underwrites or the operations of Create, the exception can be rescinded with 60 days notice.

Agreed and accepted on behalf of APT

By: Cynthia Fenneman

Print Name: _____

Title: _____

Date: December 26, 2011

Agreed and accepted on behalf of SC ETV

By: Linda O'Brien

Print Name: Linda O'Brien

Title: President & CEO

Date: 12-14-11

Cynthia A. Fenneman
President and CEO
American Public Television